

Exhibit "B"

Project Lead: m02B5B

pm: A.S.

EXHIBIT A

STATEMENT OF WORK₁

This Statement of Work dated February 4, 2008, is governed under the Master Services Agreement between ActionLink, LLC and Circuit City, dated December 11, 2007, and is fully incorporated herein.

Name of Program: Candy Fixture Service

Program Period:

Pre-Launch Audit (targeted for Week of 3/3/08) – Rotation 10

Initial Reset (targeted for Week of 3/17/08) – Rotation 12

On-Going Service (every 2, 4 or 8 weeks targeted to start 4/7/08 – 12/31/08) – Rotation 15

Chain:

Circuit City -- approximately 680 stores (new stores as they open)

Objectives:

Pre-Launch Fixture Audit / Inventory Visit

1. ActionLink will audit each store to determine if the correct 4' and 3' fixtures are in store (and if they are currently being used for candy).
2. Orders may be placed through the Circuit City system to replace any needed fixtures. Fixtures may arrive in store in time for the reset.
3. ActionLink will do a physical inventory count of all items on the candy fixture (Circuit City provided sku list) as well as candy on the Power Panels, any endcaps, at the registers and in lock up (if any).
4. ActionLink will check expiration dates on every piece of candy on display and remove and discard any expired items.
5. ActionLink to audit the Music and Movies sections to verify if Power Panels are on display (pictures provided by Circuit City)

Reset Visit

1. ActionLink will build any needed fixtures
2. ActionLink will clear off any existing fixtures
3. ActionLink will place all product on the fixtures according to the new planogram
 - a. Sort out and destroy in field expired product
 - b. Inventory back room counts – report product out-of-stocks for Buyer to re-order
 - c. Reps to locate box in warehouse & pack up any product not on new planogram that is NOT expired, place a label (provided by ActionLink to reps) on it and present to warehouse manager for future shipment to Boys & Girls Club.
 - d. Reps to check off items on list that were packed in box and report on-line.
4. ActionLink will place all appropriate shelf labels
5. ActionLink will report back on any missing/damaged fixtures and any product unavailability

Ongoing Service Visits

13 stores x 19 visits (every 2 weeks) (week of 10th and week of 20th of each month)

55 stores x 10 visits (every 4 weeks) (week of 20th of each month)

614 stores x 5 visits (every 8 weeks) (week of 20th of each month)

Inventory on the week of 20th visits; any stores w/ week of 10th visits is restocking ONLY

1. ActionLink will rotate all product
2. ActionLink will process any expired product (destroy in field)
3. ActionLink will pack out all product from back room to maximum shelf capacity
4. ActionLink will inventory back room counts - report product out-of-stocks for Buyer to re-order
5. ActionLink will ensure planogram compliance for all items
6. ActionLink will ensure all correct shelf labels are placed
7. ActionLink will report back on any missing/damaged fixtures and any product unavailability

Reporting/Program Interval: Frequency of reporting will be consistent with Program Interval. For the purposes of this Program, the Program Interval shall be
[] Each Weekend [] Weekly [] Bi-Weekly [X] Monthly [] Other: _____

Reporting will consist of: [X] Standard Reporting
[] Customized Reporting with a cost of: _____

Costs:

Training 500 Reps (review of Expiration Dates Grid, rotating expired product etc...) = \$10,250

Pre-Launch Inventory Visit (assuming a 3 1/2 hour visit in each location) \$84/visit x 680 stores = \$57,120

Reset (assuming a 3 1/2 hour visit in each location) \$84/visit = \$24 x 3.5hrs. x 680 stores = \$57,120

Labels for Product going to Boys & Girls Club - estimate \$1,000 (will invoice actual costs)

Ongoing Service (assuming a 75 minute visit in each location) \$30/visit (assuming start date of 4/7/08):

\$30 x 13 stores x 19 visits (every 2 weeks) = \$7,410

\$30 x 55 stores x 10 visits (every 4 weeks) = \$16,500

\$30 x 614 stores x 5 visits (every 8 weeks) = \$92,100

Invoicing: Invoices for this Statement of Work will be submitted to the attention of:

Name: _____ Phone: _____

Email: _____

Address: _____

PO # for Invoicing: _____

Invoicing will be according to the following:

[] 50% of Program costs will be billed upon execution of this Statement of Work. Payment is to be received prior to commencement of Program. Balance of Program costs will be billed upon completion of Program and subject to terms outlined in Master Services Agreement which governs this SOW.

[X] Advanced billing. An invoice for first Program Interval will be issued upon execution of this SOW. Terms will be in accordance with Master Services Agreement which governs this SOW. At the end of each successive Program Interval, an invoice for the following Program period will be issued. At the conclusion of each Program Interval, a reconciliation of Clients account will be made and any adjustment necessary will be reflected on Clients account.

Acceptance of SOW:

CIRCUIT CITY

By: _____

Name: _____

Title: _____

Phone: _____

Email: _____

ACTIONLINK, LLC

By:  _____

Name: IRENE V. MACKAY

Title: SVP - GMM

Phone: 804 406 - 7174

Email: irene-mackay@circulicity.com

Please fax all signed SOWs to 330-665-3550 Attention Cindy Fitzgibbons

EXHIBIT A

STATEMENT OF WORK

This Statement of Work dated February 7, 2008 is governed under the Master Services Agreement between ActionLink, LLC and Circuit City, dated December 17, 2007, and is fully incorporated herein.

Name of Program: HD Camcorder On-Going Maintenance

Program Period: April 1, 2008 – December 31, 2008

Chain: Circuit City

Objectives:

1. Audit & maintain the display conditions
 - a. Ensure monitor is on and functional
 - b. Ensure MP4 player is working properly (test each camera by picking up each post)
 - c. Ensure each camera is on display and functional (get store to place orders to Vanguard where needed & order parts from ActionLink on-line order form system where appropriate)
2. Bring out down stock from back room and or over stock areas (if appropriate)
3. Ensure correct price labels & fact tags are in place (ActionLink has access to the tag printing process in stores)
4. Swaps will be handled as they occur. One for one swaps will be billed at the "Swap Rate" below. Full resets that are more than "one-for-one" replacement swaps would be timed out based upon full time and motion study (affected manufacturers would be charged accordingly) – swaps include placing the new camera (with the new power coupler) on display as well as updating the player via Compact Flash card (necessitates access into the locked display)
5. Leave parts order form with store manager to order through e-Procurement from Vanguard. Any parts going from Vanguard direct to stores should be poly bagged in the box as HOLD FOR ACTIONLINK – HD CAMCORDER SECURITY and kept in the "ActionLink area" in the warehouse.
6. Provide web based reporting reflecting an account summary and store by store information.

Reporting/Program Interval: Frequency of reporting will be consistent with Program Interval. For the purposes of this Program, the Program Interval shall be
☐ Each Weekend ☐ Weekly ☐ Bi-Weekly ☒ Monthly ☐ Other

Reporting will consist of: ☒ Standard Reporting
☐ Customized Reporting with a cost of: _____

Costs:

\$13.00/store x 564 stores x 7 visits = \$51,324

\$32.50/store x 564 stores x 2 visits = \$36,660***

Estimated Shipping - \$6,000.00

Total PO Estimate = \$93,984 or \$94,000 to round up.

***As appropriate - Swap Rate: \$6.50/sku/store (one for one swaps) - this would cover placing the new sku & ensuring the update on the content
For PO estimate 4 of 8 skus swap in a visit = 4 skus x \$6.50 swap fee + 4 skus x \$1.63 on-going rate x 564 stores = \$18,330 x 2 reset visits = \$36,660)

Invoicing: Invoices for this Statement of Work will be submitted to the attention of:
Name: _____ Phone: _____
Email: _____
Address: _____
PO # for Invoicing: _____

Invoicing will be according to the following:

[] 50% of Program costs will be billed upon execution of this Statement of Work. Payment is to be received prior to commencement of Program. Balance of Program costs will be billed upon completion of Program and subject to terms outlined in Master Services Agreement which governs this SOW.

[X] Advanced billing. An invoice for first Program Interval will be issued upon execution of this SOW. Terms will be in accordance with Master Services Agreement which governs this SOW. At the end of each successive Program Interval, an invoice for the following Program period will be issued. At the conclusion of each Program Interval, a reconciliation of Clients account will be made and any adjustment necessary will be reflected on Clients account.

Acceptance of SOW:

CIRCUIT CITY

By: Brian Keller

Name: BRIAN KELLER

Title: CAMCORDER BUYER

Phone: 804-486-7853

Email: _____

ACTIONLINK, LLC

By: Cynthia Fitzgibbons, EVP

Name: Cynthia Fitzgibbons

Title: Exec. V. Pres

Phone: 330-665-1660 X706

Email: cfitzgibbons@actionlink.com

Please fax all signed SOWs to 330-665-3550 Attention Cindy Fitzgibbons

copy to:
CF
acct



400 Embassy Parkway Akron, Ohio 44333
T 688 737 8757 actionlink.com

EXHIBIT A

STATEMENT OF WORK

This Statement of Work dated September 9, 2008 is governed under the Master Services Agreement between ActionLink, LLC and Circuit City Stores, Inc. (Herein after "Circuit City" or "Client"), dated July 9, 2007 and is fully incorporated herein.

Name of Program: Grab-n-Go Merchandising Reset

Program Period: Targeting between October 15th 2008 – November 15th, 2008 (exact dates to be confirmed)

Objectives:

ActionLink is to reset the Grab-n-Go sections of the Imaging Department in all Circuit City locations to provide consumers an easier shopping experience during their visit.

ActionLink to condense current 40ft of imaging accessories to 32ft to make room for new 8ft display of lower price point, grab-n-go cameras. In addition, stickering & auditing the digital camera display; reset designated sections to POG.

Reps are to perform the following:

Reset Visit

1. ActionLink Rep will pre-call each store to set an appointment with the Store Manager.
2. Reps to review scope of work to be completed with Store Manager upon entry.
3. Reps to perform stickering/audit of Digital Camera Display
 - a. Estimate 3 different stickers one to be placed on each digital camera display post 60 posts/store
 - b. Will have to determine which sticker goes on which post based on POG and sticker description
 - c. Audit of display setup - easy to follow, okay to follow, hard to follow - based on how well stickering goes
4. Reps to reset Memory / Camera Accessories
 - a. Condense current memory display by 4ft from 20ft to 16ft (estimate 100 pgs/skus)
 - b. Set-up display based on new POG
5. Reps to reset Imaging Accessories
 - a. Condense/re-POG the remaining 20ft of Imaging accessories to 16ft and setup according to new POG. Estimate a fair amount of skus (15-20 per 4ft section).
 - b. Move current DSLR accessories from one 4ft section to leftover memory 4ft section
 - c. Move kits from current POG to newly created 4ft section leftover from DSLR accessories section
 - d. Reset Sony 4ft section based on POG
 - e. Reset batteries 4ft section based on POG
6. Reps to set up new 8ft displays
 - a. 4ft will become shelved product with 3 shelves and a base deck. Locate and set up shelves.
 - b. 4ft will become shelved product with 2 shelves, a basedeck and peg hooks
 - c. Pull product from behind locked cabinet (get key from MOD)
 - d. Spider wrap product
 - e. Reset sections according to new POG
7. Ensure all price tags and appropriate signage are on display according to planogram
8. Identify any/all instances where product was not able to be placed.
9. Provide pictures on a store by store basis
10. Clean up all trash / provide clean shoppable sections.
11. ActionLink will provide web based reporting reflecting an account summary and store by store information.
12. ActionLink Account Manager to provide an Executive Summary to Circuit City outlining results of the program and assisting Buyer / Sales Development with issue / resolution on a store by store basis.

AL Initials _____

Client Initials ER

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Reporting/Program Interval: Frequency of reporting will be consistent with Program Interval. For the purposes of this Program, the Program Interval shall be:
☐ Each Weekend ☐ Weekly ☐ Bi-Weekly ☐ Monthly ☒ Other: 1 week after program is completed

Reporting will consist of: ☒ Standard Reporting
☐ Customized Reporting with a cost of: _____

Chains: Circuit City

Costs:

Reset Visit: (assuming a 7 hour reset + pre-call) - \$189.50/store x 680 stores = \$128,860 - 10% discount (\$12,886) to Circuit City = \$115,974

Attempt Fee - \$21.00/ per occurrence (where applicable)*

A \$21.00 Attempt Fee will be charged (per occurrence) if the ActionLink rep arrives at the store during the scheduled dates and was not able to perform the reset for any reason that the rep has no control over, including, but not limited to store request to reschedule. Revisits as requested will be billed in full at the quoted rate.

Shipping, Fulfillment and Storage (if applicable):

Pallet Storage Fee - \$14.00/pallet/month (described as 4x4x4)

Receiving & Pick Pack labor for POP \$26/hour

UPS standard rates - cost plus 10%

Vendor or shipping agent can call the ActionLink warehouse to schedule a delivery time at 330-848-4783. Materials should be sent to:

ActionLink Warehouse
c/o [Circuit City Grab-n-Go]
2213 Romig Rd.
Akron, OH 44320

Invoicing: Invoices for this Statement of Work will be submitted to the attention of:

Name: Linda Murray Phone: 904.496.6074

Email: _____

Address: _____

PO # for Invoicing: _____

AL Initials _____

Client Initials ELS

Invoicing will be according to the following:

☐ 100% of Program costs. Short-term projects.

If SOW is executed by Client more than 45 days prior to commencement of Program, 100% of estimated Program costs will be invoiced 45 days prior and payment is due no later than 15 days prior to commencement of Program.

If SOW is executed by Client less than 45 days prior to commencement of Program, 100% of estimated Program costs will be invoiced upon execution and payment is due no later than 15 days prior to commencement of Program.

☒ 50% of Program costs.

If SOW is executed by Client more than 45 days prior to commencement of Program, 50% of estimated Program costs will be invoiced 45 days prior and payment is due no later than 15 days prior to commencement of Program. Balance of Program costs will be billed upon completion of Program and subject to terms outlined in Master Services Agreement which governs this SOW.

If SOW is executed by Client less than 45 days prior to commencement of Program, 50% of estimated Program costs will be invoiced upon execution and payment is due no later than 15 days prior to commencement of Program. Balance of Program costs will be billed upon completion of Program and subject to terms outlined in Master Services Agreement which governs this SOW.

☐ Advanced billing. Long-term projects.

An invoice for first Program Interval will be issued upon execution of this SOW but no later than 45 days prior to Program commencement. Payment for the first Program Interval is due no later than 15 days prior to Program commencement. Terms will be in accordance with Master Services Agreement which governs this SOW. At the end of each successive Program Interval, an invoice for the following Program period will be issued. At the conclusion of each Program Interval, a reconciliation of Client's account will be made and any adjustment necessary will be reflected on Client's account.

Acceptance of SOW:

ActionLink, LLC

Circuit City Stores, Inc.

By: Cynthia Fitzgibbons

By: Elliot Becker

Name: Cynthia Fitzgibbons

Name: Elliot Becker

Title: Executive Vice President

Title: Vice President - GM

Date: 10/08/08

Date: 10/11/08

Phone: 330-665-1660

Phone: 804-486-8209

Email: cfitzgibbons@actionlink.com

Email: elliott.becker@circulcity.com

Please fax all signed SOWs to 868-459-8724 Attention: Contracts Department.

AL Initials _____

Client Initials EB

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4100 Embassy Parkway Akron, Ohio 44333
800 737 3757 actionlink.com

EXHIBIT A

STATEMENT OF WORK #AL-11

This Statement of Work dated September 26, 2008 supersedes, cancels and replaces the Statement of Work, dated July 24, 2008 and is governed under the Master Services Agreement between ActionLink, LLC and Circuit City Stores, Inc. (hereinafter "Circuit City" or "Client"), dated July 9, 2007, and is fully incorporated herein.

Name of Program: iPod Speaker Display Install + On-going Maintenance

Program Period: September 1, 2008 – August 31, 2009

Objectives:

ActionLink Reps are to perform the following:

Install Visit

1. Verify receipt of the display boxes via the ActionLink portal (tracking information provided by Eight Forty Seven).
2. ActionLink Rep will pre-call each store to set an appointment with the Store Manager.
3. Locate the new iPod Speaker display shipment in the back room, bring to sales floor and unpack box.
4. Clear existing iPod Speaker display, wiring and boxed product off shelves.
5. Ensure shelving is set to the new planogram layout and heights
6. Install the backer graphics and category toppers.
7. Install the new iPod Speaker display and reset all live product to planogram (pull product from live inventory where necessary and present empty packaging to store manager)
8. Order replacement parts missing from the kit or damaged in shipment – all parts from the ActionLink Warehouse will be shipped out via UPS ground (unless otherwise specified by vendors or Circuit City) and will be placed in the next applicable service visit (based upon the receipt date of the parts).
9. Reset all boxed product to planogram.
10. Pack out all back stock and ensure it is set to planogram.
11. ActionLink will ensure all shelf tags are placed and correct. If any tags are missing or incorrect, ActionLink rep will have an associate log-in to the Circuit system, and the rep will print out the needed tags (by first scanning the UPC of the item(s)). ActionLink will have the full process required for printing tags.
12. Clean up all trash and boxes and place in dumpster.
13. ActionLink will provide web based reporting reflecting an account summary and store by store information.

On-Going Maintenance

1. Audit display units on iPod Speaker display to ensure all units are powered up, functional and set to planogram. Reps will pull new product from live inventory and place on display as necessary (present empty packaging to store manager).
2. Order and place parts for the displays as needed – all parts from the ActionLink Warehouse will be shipped out via UPS ground (unless otherwise specified by vendors or Circuit City) and will be placed in the next applicable service visit (based upon the receipt date of the parts).
3. Ensure all boxed product is set to planogram.
4. Pack out all back stock and ensure it is set to planogram.
5. Swaps will be handled as they occur. One for one swaps will be billed at the "Swap Rate" below. Full resets that are more than "one-for-one" replacement swaps would be timed out based upon full time and motion study – swaps include placing a new display unit, packing out applicable boxed product and placing fact tags.
6. ActionLink will ensure all shelf tags are placed and correct. If any tags are missing or incorrect, ActionLink rep will have an associate log-in to the Circuit system, and the rep will print out the

AL Initials _____

Client Initials ES

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needed tags (by first scanning the UPC of the item(s)). ActionLink will have the full process required for printing tags.

7. ActionLink will provide web based reporting reflecting an account summary and store by store information.

Reporting/Program Interval: Frequency of reporting will be consistent with Program Interval. For the purposes of this Program, the Program Interval shall be:

☐ Each Weekend ☐ Weekly ☐ Bi-Weekly ☒ Monthly ☐ Other: _____

Reporting will consist of: ☒ Standard Reporting
☐ Customized Reporting with a cost of: _____

Chains: Circuit City

Costs:

Based on install visit, 8 On-going visits & 1 reset - 10 visits total (every 4 weeks):

Display Install Visit (targeted for installation the end of August) - assuming a 6 hour install / reset + pre-call (1 of 12 skus or 8% of participation)

\$163.50/store x 8% x 680 stores = \$8,864.40

~~Attempt Fee - \$6/per occurrence (where applicable)~~ - THIS FEE HAS BEEN WAIVED AS A ONE TIME CONCESSION

~~*A \$6 Attempt Fee will be charged (per occurrence) if the ActionLink rep arrives at the store during the scheduled dates and was not able to perform the install for any reason that the rep has no control over, including, but not limited to, unable to locate shipment or store request to reschedule. Revisits as requested will be billed in full at the quoted rate.~~

On-Going Maintenance Visits (November 2008 - July 2009 not including Spring Reset visits) - \$2.25/sku/store (1 sku = \$2.25/store) x 680 stores = \$1,530.00 x 8 visits = \$12,240

Swap Rate - \$5.00/sku/store (one for one swaps outside of planned reset visits) - this would include placing the new sku on display & ensuring fact tags and boxed product are set to new planogram.

Spring Reset Visit - assuming 2 hour reset + pre-call (based on 1 of 6 skus or 17% of participation) \$59.50/store ("time study to be performed to verify time) x 17% x 680 stores = \$6,881.60

Shipping, Warehousing & Labor - on-going costs to be billed based on individual manufacturer's usage. Reset costs to be fractionally divided based on manufacturer participation. Spare parts to be stored in ActionLink Warehouse - Pallet Storage Fee - \$14.00/pallet/month (pallet described as 4x4x4).

Invoicing: Invoices for this Statement of Work will be submitted to the attention of:

Name: Linda Murray Phone: 804-486-6024

Email: linda-murray@circuitcity.com

Address: 9950 Mayland Drive, Richmond VA 23233

PO # for Invoicing: _____

AL Initials _____

Client Initials g/s

Page 2 of 3

Invoicing will be according to the following:

☐ 100% of Program costs. Short-term projects.

If SOW is executed by Client more than 45 days prior to commencement of Program, 100% of estimated Program costs will be invoiced 45 days prior and payment is due no later than 15 days prior to commencement of Program.

If SOW is executed by Client less than 45 days prior to commencement of Program, 100% of estimated Program costs will be invoiced upon execution and payment is due no later than 15 days prior to commencement of Program.

☐ 50% of Program costs.

If SOW is executed by Client more than 45 days prior to commencement of Program, 50% of estimated Program costs will be invoiced 45 days prior and payment is due no later than 15 days prior to commencement of Program. Balance of Program costs will be billed upon completion of Program and subject to terms outlined in Master Services Agreement which governs this SOW.

If SOW is executed by Client less than 45 days prior to commencement of Program, 50% of estimated Program costs will be invoiced upon execution and payment is due no later than 15 days prior to commencement of Program. Balance of Program costs will be billed upon completion of Program and subject to terms outlined in Master Services Agreement which governs this SOW.

☒ Advanced billing. Long-term projects.

An invoice for first Program Interval will be issued upon execution of this SOW but no later than 45 days prior to Program commencement. Payment for the first Program Interval is due no later than 15 days prior to Program commencement. Terms will be in accordance with Master Services Agreement which governs this SOW. At the end of each successive Program Interval, an invoice for the following Program period will be issued. At the conclusion of each Program Interval, a reconciliation of Clients account will be made and any adjustment necessary will be reflected on Clients account.

Acceptance of SOW:

ActionLink, LLC

Circuit City Stores, Inc.

By: Cynthia Fitzgibbons, EVP

By: Elliot Becker

Name: Cynthia Fitzgibbons

Name: Elliot Becker

Title: Executive Vice President

Title: Vice President

Date: 10/08/08

Date: 10/2/08

Phone: 330-665-1660

Phone: 804-486-8209

Email: cfitzgibbons@actionlink.com

Email: elliott_becker@circuitcity.com

Please fax all signed SOWs to 866-469-8724 Attention: Contracts Department.

AL Initials _____

Client Initials EB

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4100 Embassy Parkway Akron, Ohio 44333
888 / 313 / 8757 actionlink.com

STATEMENT OF WORK

This Statement of Work No. 9 ("SOW No. 9"), made effective as of October 1, 2008 (the "SOW Effective Date") by and between Circuit City Stores, Inc., a Virginia corporation ("Circuit City") and ActionLink, LLC, a Ohio corporation ("Supplier"), recites and provides as follows:

WITNESSETH:

Under the terms of a Master Services Agreement dated July 9, 2007 between Circuit City and Supplier (the "MSA"), which is incorporated herein by reference, Circuit City and Supplier set forth certain terms and conditions for Supplier's performance of Services for and on behalf of Circuit City, such Services to be more particularly described in one or more statement(s) of work (or Addenda) to be executed by the parties; and

Under the terms and conditions of this SOW 9, Circuit City desires to engage Supplier, and Supplier agrees to such engagement, relating to the Services more particularly described herein. In the event of a conflict between the terms of the MSA and this SOW, the MSA will prevail unless the corresponding section of this SOW expressly states that it will govern such conflict.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties agree as follows:

1. Definitions.

Unless otherwise provided in this SOW 9, terms used herein shall be as defined in the MSA.

2. Project Scope.

Name of Program: MP3 On-Going Maintenance Program

Program Period: October 1, 2008 -- September 30, 2009

ActionLink will visit all stores every four weeks to ensure all parts on the MP3 display are set accordingly and the pegged product is set to planogram. ActionLink will also ensure all price tags are printed and along with graphics are set on display according to planogram.

3. Description of Services.

Activities:

ActionLink Reps are to perform the following:

Initial Visit (Audit / Fix -- week following store transitions) -- 539 stores

1. Pre-call each store to set an appointment with the Store Manager for date to complete audit / fix.
2. Verify new MP3 display modules are set up in the MP3 aisle (16' display with product pods) according to set up guide.

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3. Verify all applicable graphics (ie channel inserts, category toppers) are set up on display according to set up guide.
4. Verify all out of box MP3 products are secured on pods on display according to set up guide.
5. Verify all pegged product is out on display and set according to planogram.
6. Verify all price tags are placed on display according to planogram.
7. As time permits, reps will assist in packing out boxed product to new planogram. Packing out back stock to planogram is the stores responsibility to complete prior to ActionLink arriving in stores.
8. Provide photos of each stores display for verification of display install completion.
9. Order replacement display parts missing from the kit or damaged in shipment – all parts from the ActionLink Warehouse will be shipped out via UPS ground (unless otherwise specified by vendors or Circuit City) and will be placed in follow up visits.
10. Printing and placing price tags is the stores' responsibility to complete prior to ActionLink Reps entering the stores. As time permits, reps will assist in printing and replacing any missing price tags by asking an associate to log-in to the Circuit system, and the rep will print out the needed tags (by first scanning the UPC of the item(s)).
11. ActionLink will provide web based reporting reflecting an account summary and store by store information detailing the results of the actions performed as described in Items 2-10 (Initial Visit) above.

POG Reset + Audit / Fix – 5 stores

In the 5 stores that were used as the learning center stores, reps will perform the POG update as opposed to just an audit/fix:

1. Perform all objectives listed above in the audit / fix section.
2. Responsible for resetting 16ft of pegged product in the MP3 section to the new October planogram.

Re-Visits – as necessary

1. Reps to place any replacement parts ordered for the displays damaged or missing from install visit as needed – all parts from the ActionLink Warehouse will be shipped out via UPS ground (unless otherwise specified by vendors or Circuit City).
2. ActionLink will provide web based reporting reflecting an account summary and store by store information detailing the results of the actions performed as described in Item 1 (Re-Visits) above.

Coordination Requirements:

1. A letter of authorization needs to accompany the ActionLink reps into the store
2. ActionLink to create maintenance instructions for reps to follow step by step.
3. Planograms need to be sent to ActionLink to be included in Rep instruction packet.

On-Going Maintenance – 544 stores

1. Audit display units on MP3 display to ensure all units are set to planogram.
2. Order and place parts for the displays as needed – all parts from the ActionLink Warehouse will be shipped out via UPS ground (unless otherwise specified by vendors or Circuit City) and will be placed in the next applicable service visit (based upon the receipt date of the parts).

3. Ensure all pegged and boxed product is set to planogram and properly secured.
4. Pack out all back stock and ensure it is set to planogram and properly secured.
5. Swaps will be handled as they occur. One for one swaps will be billed at the "Swap Rate" below. Full resets that are more than "one-for-one" replacement swaps would be timed out based upon full time and motion study - swaps include placing a new display unit, packing out applicable boxed product and placing fact tags.
6. ActionLink will ensure all shelf tags are placed and correct. If any tags are missing or incorrect, ActionLink rep will have an associate log-in to the Circuit system, and the rep will print out the needed tags (by first scanning the UPC of the item(s)). ActionLink will have the full process required for printing tags.
7. ActionLink will provide web based reporting reflecting an account summary and store by store information detailing the results of the actions performed as described in items 1-6 (On-Going Maintenance) above.

Deliverables:

Reporting/Program Interval: Frequency of reporting will be consistent with Program Interval. For the purposes of this Program, the Program Interval shall be:

☐ Each Weekend ☐ Weekly ☐ Bi-Weekly ☒ Monthly ☐ Other: _____

Reporting will consist of: ☒ Standard Reporting - consisting of an overall summary and store by store breakdown detailing the results of the actions performed as described in this Section 3, as well as comments and pictures as described herein, to be provided to each manufacturer via a password protected website.

4. Key Individuals.

Supplier: Steve Kisling
(203) 733-6116

Circuit City Manager: Rick Taylor
(804) 486-8115

5. Fees and Terms of Engagement.

Payment Terms: Payments shall be invoiced and paid as described in the MSA. All invoices must be sent to Circuit City monthly in arrears.

Costs: Circuit City reserves the right to add and/or decrease the number of stores serviced with thirty day written notice with no penalty.

Initial Visit (Audit / Fix) 539 stores:

\$46.50/store (includes 90 minutes & pre-call to schedule appointment). Sony cost to be billed direct and not included in this estimate.

Attempt Fee - \$19.50 / per occurrence (where applicable)*

- A total of \$19.50 Attempt Fee will be charged (per occurrence) if the ActionLink reps arrive at the store during the scheduled dates and were not able to perform visit for any reason that the rep has no control over, including, but not limited to store request to reschedule.* Revisits as requested will be billed in full at the quoted rate.

MP3

Display Audit / Fix

Estimated 90 Minute Audit/Fix Visit w/ Pre-Call					Total Merchandising Expenditure by Manufacturer - AUDIT/FIX VISIT	
Manufacturer	# of Pods	% of Category	cost/store		Merchandising Total for Audit / Fix (539 Stores)	
Apple	4	25%	\$11.83		\$6,265.88	
Zune	2	13%	\$5.81		\$3,132.94	
Sandisk	2	13%	\$5.81		\$3,132.94	
Sony	2	13%	billed direct		billed direct	
Creative Labs	2	13%	\$5.81		\$21,545.42	
Samsung	2	13%	\$5.81		\$3,132.94	
Archos	2	13%	\$5.81		\$3,132.94	
	16		\$40.69		\$40,343.04	

POG Reset / Audit/Fix Visit (5 stores):

POG Reset & Audit/Fix - \$150.50/store (Sony cost to be billed direct and not included in this estimate).

MP3

POG Reset - 5 Stores

Estimated 5.5 hours - POG Reset / Audit/Fix Visit w/ Pre-Call					Total Merchandising Expenditure by Manufacturer - AUDIT/FIX VISIT	
Manufacturer	# of Pods	% of Category	cost/store		Merchandising Total for POG Reset - 5 Stores	
Apple	4	25%	\$37.83		\$188.13	
Zune	2	13%	\$18.81		\$94.08	
Sandisk	2	13%	\$18.81		\$94.08	
Sony	2	13%	billed direct		billed direct	
Creative Labs	2	13%	\$18.81		\$94.08	
Samsung	2	13%	\$18.81		\$94.08	
Archos	2	13%	\$18.81		\$94.08	
	16		\$131.69		\$658.44	

9 On-Going Maintenance Visits:

On-going maintenance visits - \$39.00/store (Sony cost to be billed direct and not included in this estimate).

MP3

On-Going Visits - 1x / Month

Estimated 1.5 hour Visit - Once / Month Coverage					Total Merchandising Expenditure by Manufacturer - ON-GOING VISIT (1x/month)	
Manufacturer	# of Pods	% of Category	cost/store		Cost / Visit (544 stores)	Merchandising Total (9 visits)
Apple	4	25%	\$9.75		\$5,304.00	\$47,736.00
Zune	2	13%	\$4.88		\$2,652.00	\$23,868.00
Sandisk	2	13%	\$4.88		\$2,652.00	\$23,868.00
Sony	2	13%	billed direct		billed direct	billed direct
Creative Labs	2	13%	\$4.88		\$2,652.00	\$23,868.00
Samsung	2	13%	\$4.88		\$2,652.00	\$23,868.00
Archos	2	13%	\$4.88		\$2,652.00	\$23,868.00
	16		\$34.13		\$18,564.00	\$167,076.00

2 Category Transition Reset Visits:

Estimated 2 hours/visit - \$59.50/store (Sony cost to be billed direct and not included in this estimate).

MP3

Product Transition Visits (2 / year)

Estimated 2 Hour Transition Visits w/ Pre-Call				Total Merchandising Expenditure by Manufacturer - 2 SCHEDULED PRODUCT TRANSITION VISITS	
Manufacturer	# of Pods	% of Category	cost/store	Cost / Visit (544 stores)	Merchandising Total (2 reset visits)
Apple	4	25%	\$14.88	\$8,092.00	\$16,184.00
Zune	2	13%	\$7.44	\$4,046.00	\$8,092.00
Sandisk	2	13%	\$7.44	\$4,046.00	\$8,092.00
Sony	2	13%	billed direct	billed direct	billed direct
Creative Labs	2	13%	\$7.44	\$4,046.00	\$8,092.00
Samsung	2	13%	\$7.44	\$4,046.00	\$8,092.00
Archos	2	13%	\$7.44	\$4,046.00	\$8,092.00
16			\$52.08	\$28,322.00	\$56,644.00

1 Product Swap Visit:

1 product swap estimated per manufacturer (outside of normal reset visits) - (Sony cost to be billed direct and not included in this estimate).

MP3

1 for 1 Swaps During Year

Performed During On-Going Visits				Transition Expenditure by Manufacturer - BASED ON 1 ADD'L PRODUCT TRANSITION/YEAR	
Manufacturer	# of Products Swapping	cost/swap/store	cost/store	Cost / Visit (544 stores)	Swap Total
Apple	1	\$5	\$5.00	\$2,720.00	\$2,720.00
Zune	1	\$5	\$5.00	\$2,720.00	\$2,720.00
Sandisk	1	\$5	\$5.00	\$2,720.00	\$2,720.00
Sony	1	\$5	billed direct	billed direct	billed direct
Creative Labs	1	\$5	\$5.00	\$2,720.00	\$2,720.00
Samsung	1	\$5	\$5.00	\$2,720.00	\$2,720.00
Archos	1	\$5	\$5.00	\$2,720.00	\$2,720.00
7			\$30.00	\$16,320.00	\$16,320.00

MP3 Display Merchandising Program Summary:

MP3

Estimated Total Annual Cost

Display Audit & Fix / On-Going Visits / 2 Resets / Warehousing / Shipping / Labor / 1 Product Transition ea. Mfr.				Total Merchandising Expenditure by Manufacturer		
Manufacturer	# of Pods	% of Category	cost/store	Merchandising Total	Shipping, Warehousing, Labor Total	Grand Total By Manufacturer
Apple	4	25%	\$167.99	\$73,094.00	\$17,077.50	\$91,385.79
Zune	2	13%	\$87.61	\$37,907.00	\$8,538.75	\$47,680.04
Sandisk	2	13%	\$87.61	\$37,907.00	\$8,538.75	\$47,660.04
Sony	2	13%	billed direct	billed direct	billed direct	billed direct

Creative Labs	2	13%	\$121.46	\$58,319.48	\$8,538.75	\$68,072.52
Samsung	2	13%	\$87.81	\$37,907.00	\$8,538.75	\$47,660.04
Archos	2	13%	\$87.81	\$37,907.00	\$8,538.75	\$47,660.04
16			\$839.89	\$281,041.48	\$59,771.25	\$348,098.47

In the event a manufacturer should be removed from the display and/or section altogether, the vacated share of the display would be accounted for in one of the following ways:

- If an existing manufacturer were to gain that space or new manufacturer introduced, pricing would be adjusted accordingly between affected manufacturers and Circuit City, there would be no change to service or cost by ActionLink
- If there is no replacement chosen for the vacated space, ActionLink will reduce the time & cost of the on-going visits proportionately and flex the existing planogrammed skus accordingly.

Shipping:

On-Going Order Fulfillment: Shipping from ActionLink (cost plus 10%)

New SKU Swap-out / Reset Kits: Shipping from ActionLink (cost plus 10%)

New Store Openings: Shipping from ActionLink (cost plus 10%)

Spare Parts:

Pallet Storage Fee - \$14.00/pallet/month (described as 4x4x4)

Receiving & Pick Pack labor for POP \$28/hour.

Note - pallet storage, pick pack and shipping of POP in category management programs would be allocated based on participation percentage.

Invoicing: Invoices for this Statement of Work will be submitted to the attention of:

Name: Linda Murray Phone: 804-486-6024

Email: Linda_Murray@CircuitCity.com

Address: Circuit City Stores, Inc., 9950 Mayland Drive, Richmond, VA 23233-1464

PO # for Invoicing: _____

Invoicing will be according to the following:

An invoice for first Program Interval will be issued upon execution of this SOW but no later than 45 days prior to Program commencement. Payment for the first Program Interval is due no later than 15 days prior to Program commencement. Terms will be in accordance with Master Services Agreement which governs this SOW. At the end of each successive Program Interval, an invoice for the following Program period will be issued. At the conclusion of each Program Interval, a reconciliation of Clients account will be made and any adjustment necessary will be reflected on Clients account.

6. **Changes.** Any changes to this SOW will be effective upon the written consent of both parties.

[SIGNATURE PAGE FOLLOWS]

AL Initials _____

Client Initials 

IN WITNESS WHEREOF, the parties have caused this SOW to be executed as of the SOW Effective Date above.

ActionLink, LLC

By: Cynthia Fitzgibbons, EVP

Name: Cynthia Fitzgibbons

Title: Executive Vice President

Date: 10/9/08

Phone: 330-665-1660

Email: cfitzgibbons@actionlink.com

Circuit City Stores, Inc.

By: IRVING V. MACKAY

Name: IRVING V. MACKAY

Title: SVP -- GMM

Date: 23 Sept 2008

Phone: (804) 486-7146

Email: irving.mackay@CircuitCity.com



4100 Embury Parkway Akron, Ohio 44333
T 888 737 5757 actionlink.com

EXHIBIT D

STATEMENT OF WORK

This Statement of Work dated October 8, 2008 is governed under the Master Services Agreement between ActionLink, LLC and Circuit City Stores, Inc. (hereinafter "Circuit City" or "Client"), dated December 17, 2007, and is fully incorporated herein.

Name of Program: Circuit City Giftcard Set & Audit Fix

Program Period: Week of December 1 - 5, 2008 (All stores)

Objectives:

ActionLink is responsible for:

1. Enter store and meet with Manager on Duty (MOD) to help facilitate location of all giftcard displays and backstock of giftcards.
2. Using POG, walk store reviewing each giftcard display to ensure it is set appropriately, located in the correct section of the store, merchandised with giftcards and ensure the giftcards are in their planned space.
3. Using backstock of giftcards, replenish the displays where any location is missing giftcards.
4. Note any missing displays and provide to MOD with instructions to setup and fill with giftcards.
5. Move the rolling bulk-out (RBO) display from the games area to the "checkout/impulse" area.
6. Return any un-merchandised giftcards to MOD.
7. Provide reporting of all findings.
8. Take pictures of each display.

Circuit City is responsible for:

1. Provide images of each giftcard display, which giftcards should be on display, and where the display should be located in store.
2. Provide LOA to store with consent for ActionLink rep to:
 - a. Received allotment of giftcards for replenishment purposes.
 - b. Move the RBO from the gaming area to the front store area.

Reporting/Program Interval: Frequency of reporting will be consistent with Program Interval. For the purposes of this Program, the Program Interval shall be:

☐ Each Weekend ☐ Weekly ☐ Bi-Weekly ☐ Monthly ☒ Other: 1 week after audit _____

Reporting will consist of: ☒ Standard Reporting
☐ Customized Reporting with a cost of: _____

Chains: Circuit City Stores - All Stores - 566 stores

Costs:

\$17/store based on a 45 minute visit x 566 stores = \$9,622

Invoicing: Invoices for this Statement of Work will be submitted to the attention of:

Name: Linda Murray Phone: 804.486.6024

Email: linda_murray@circuitcity.com

Address: 9950 Mayland Drive, Richmond, VA 23233

PO # for Invoicing: _____

Invoicing will be according to the following:

☒ 100% of Program costs. Short-term projects.
If SOW is executed by Client more than 45 days prior to commencement of Program, 100% of estimated Program costs will be invoiced 45 days prior and payment is due no later than 15 days prior to commencement of Program.

If SOW is executed by Client less than 45 days prior to commencement of Program, 100% of estimated Program costs will be invoiced upon execution and payment is due no later than 15 days prior to commencement of Program.

☐ 50% of Program costs.
If SOW is executed by Client more than 45 days prior to commencement of Program, 50% of estimated Program costs will be invoiced 45 days prior and payment is due no later than 15 days prior to commencement of Program. Balance of Program costs will be billed upon completion of Program and subject to terms outlined in Master Services Agreement which governs this SOW.

If SOW is executed by Client less than 45 days prior to commencement of Program, 50% of estimated Program costs will be invoiced upon execution and payment is due no later than 15 days prior to commencement of Program. Balance of Program costs will be billed upon completion of Program and subject to terms outlined in Master Services Agreement which governs this SOW.

☐ Advanced billing. Long-term projects.
An invoice for first Program Interval will be issued upon execution of this SOW but no later than 45 days prior to Program commencement. Payment for the first Program Interval is due no later than 15 days prior to Program commencement. Terms will be in accordance with Master Services Agreement which governs this SOW. At the end of each successive Program Interval, an invoice for the following Program period will be issued. At the conclusion of each Program Interval, a reconciliation of Clients account will be made and any adjustment necessary will be reflected on Clients account.

Acceptance of SOW:

ActionLink, LLC

By: _____

Name: Cynthia Fitzgibbons

Title: Executive Vice President

Date: _____

Phone: 330-865-1660

Circuit City Stores Inc.

By: Mark Oidani

Name: Mark Oidani

Title: VP, Sales & Service

Date: 11-10-08

Phone: 804 486 6991

Email: cfitznibbons@actionlink.com

Email: _____

Please fax all signed SOWs to 666-459-8724 Attention: Contracts Department.



4100 Embassy Parkway Akron, Ohio 44333
334.737.8757 actionlink.com

STATEMENT OF WORK

This Statement of Work No. 10 ("SOW No. 10"), made effective as of October 21, 2008 (the "SOW Effective Date") by and between Circuit City Stores, Inc., a Virginia corporation ("Circuit City") and ActionLink, LLC, a Ohio corporation ("Supplier"), recites and provides as follows:

WITNESSETH:

Under the terms of a Master Services Agreement dated July 9, 2007 between Circuit City and Supplier (the "MSA"), which is incorporated herein by reference, Circuit City and Supplier set forth certain terms and conditions for Supplier's performance of Services for and on behalf of Circuit City, such Services to be more particularly described in one or more statement(s) of work (or Addenda) to be executed by the parties; and

Under the terms and conditions of this SOW 10, Circuit City desires to engage Supplier, and Supplier agrees to such engagement, relating to the Services more particularly described herein. In the event of a conflict between the terms of the MSA and this SOW, the MSA will prevail unless the corresponding section of this SOW expressly states that it will govern such conflict.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties agree as follows:

1. Definitions.

Unless otherwise provided in this SOW 10, terms used herein shall be as defined in the MSA.

2. Project Scope.

Name of Program: Networking Display Install

Program Period: Install – Week of November 17, 2008

3. Description of Services.

Activities: ActionLink shall are to perform the following:

Install Visit

1. Verify receipt of the display boxes via the ActionLink portal (tracking information provided by Beeline).
2. ActionLink Rep will pre-call each store to set an appointment with the Store Manager for date to complete reset.
3. Locate the new Networking backer panel display shipment in the back room (to be placed in the ActionLink dedicated space in warehouse), bring to sales floor and unpack box.
4. Clear existing boxed product off shelves in sections where signage is to be placed.

5. Install the new Networking graphics on display according to set up guide.
6. Install all channel inserts on display according to POG (inserts provided in shipment from Beeline).
7. Ensure shelving is set to correct heights per planogram (heights designed to not have boxed product covering signage and/or sticking up over gondola).
8. Packing out back stock and ensuring product on display is set to planogram is the stores responsibility to complete prior to ActionLink arriving at stores. As time permits, ActionLink will assist in packing out boxed product and ensuring product on display is set to planogram.
9. Order replacement graphics missing from the kit or damaged in shipment – all parts from the ActionLink Warehouse will be shipped out via UPS ground (unless otherwise specified by vendors or Circuit City) and will be placed in re-visits to stores where necessary.
10. Printing and placing price tags is the stores responsibility to complete prior to ActionLink entering the stores. As time permits, ActionLink will assist in printing and replacing any missing price tags by asking an associate to log-in to the Circuit system, and the rep will print out the needed tags (by first scanning the UPC of the item(s)).
11. Clean up all trash and boxes and place in dumpster.
12. ActionLink will provide web based reporting reflecting an account summary and store by store information.

Re-Visits

1. ActionLink to place any replacement parts ordered for the displays damaged or missing from install visit as needed – all parts from the ActionLink Warehouse will be shipped out via UPS ground (unless otherwise specified by vendors or Circuit City).
2. ActionLink will provide web based reporting reflecting an account summary and store by store information.

Coordination Requirements:

1. Display Installation Kit to be sent in a shipping container direct to store to be placed in the designated ActionLink space and labeled "Box 1 of 2 – Box 2 of 2 etc..." "NETWORKING Display - HOLD FOR ACTIONLINK" – TO BE INSTALLED THE WEEK OF ____ – PLEASE DO NOT OPEN" (each store gets one display).
2. A letter of authorization needs to accompany the ActionLink into the store
3. Communication regarding kit delivery and "HOLD FOR ACTIONLINK REP" needs to be included in the PAC Manager prior to the receipt of the kits at stores.
4. ActionLink to create set up instructions for ActionLink to follow step by step.
5. Planograms need to be finalized and sent to ActionLink to be included in Rep instruction packet.

Reporting/Program Interval: Frequency of reporting will be consistent with Program Interval. For the purposes of this Program, the Program Interval shall be:

☐ Each Weekend ☐ Weekly ☐ Bi-Weekly ☐ Monthly ☒ Other: 1 week after visit completion

Reporting will consist of: ☒ Standard Reporting – consisting of an overall summary and store by store breakdown detailing the results of the actions performed as described in this Section 3,

4. Key Individuals.

Supplier: Steve Kisling
(203) 733-6116

Circuit City: Mandy Meyer
(804) 486-3632

5. Fees and Terms of Engagement.

Payment Terms:

[X] Special Terms. ActionLink shall submit invoices in accordance with terms set forth here in the SOW. Invoices will list services, goods and taxes, if applicable, separately. Circuit City will pay undisputed invoicing for this project 1% twenty one (21) days of receipt of said invoice.

Costs: Circuit City reserves the right to add and/or decrease the number of stores serviced with thirty day written notice with no penalty.

Costs: (all merchandising costs based on \$22/hr discounted Circuit City rate)

Install Visit:

\$62.50/store (includes 2.5 hours & pre-call) * 527 stores = \$32,937.50

Attempt Fee - \$18.00 / per occurrence (where applicable)*

Re-Visits (as necessary to replace damaged or missing parts from install visit):

Estimated \$33.00/store + shipping - rough guess of 75 stores that will require a return visit = \$2,475

* A total of \$18.00 Attempt Fee will be charged (per occurrence) if the ActionLink arrive at the store during the scheduled dates and were not able to perform the install or resets for any reason that the rep has no control over, including, but not limited to, missing materials or store request to reschedule." Revisits to perform install as requested will be billed in full at the quoted rate.

Shipping:

Parts Replacement Fulfillment: Shipping from ActionLink (cost plus 10%) – estimate \$6,000

New Store Openings: Shipping from ActionLink (cost plus 10%) - where applicable

Spare Parts:

Pallet Storage Fee - \$14.00/pallet/month (described as 4x4x4) – estimate \$1,500

Receiving & Pick Pack labor for POP \$26/hour.

Note – pallet storage, pick pack and shipping of POP in category management programs would be allocated based on participation percentage.

Estimated Total Program Investment = \$42,913

Invoicing: Invoices for this Statement of Work will be submitted to the attention of:

Name: Linda Murray

Phone: 804.486.6024

Email: linda_murray@circuitcity.com

Address: Circuit City Stores Inc. 9950 Mayland Drive, Richmond, VA 23233

PO # for Invoicing: _____

6. **Changes.** Any changes to this SOW will be effective upon the written consent of both parties.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed as of the SOW Effective Date above.

ActionLink, LLC

Circuit City Stores, Inc.

By: _____

By: Elliot Becker

Name: Cynthia Fitzgibbons

Name: Elliot Becker

Title: Executive Vice President

Title: Vice President

Date: _____

Date: 11/14/08

Phone: 330-665-1660

Phone: 804-486-8209

Email: cfitzgibbons@actionlink.com

Email: elliott-becker@circuitcity.com

Please fax all signed SOWs to 866-459-8724 Attention: Contracts Department.